

Immanuel Herrmann
Pro se Celsius creditor
Admin of the worldwide Celsius
Earn Customer Telegram group
immanuelherrmann@gmail.com
<https://t.me/celsiusearn>

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
CELSIUS NETWORK LLC, *et al.*,¹) Case No. 22-10964 (MG)
)
Debtors.) (Jointly Administered.)

**JOINDER OF THREE HUNDRED AND FORTY CELSIUS CREDITORS TO THE
OBJECTION AND RESERVATION OF RIGHTS FILED BY MARK A. LINDSAY TO
DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) ESTABLISHING OWNERSHIP
OF ASSETS IN THE DEBTORS' EARN PROGRAM, (II) PERMITTING THE SALE OF
STABLECOINS IN THE ORDINARY COURSE AND (III) GRANTING RELATED
RELIEF [D.R. 1490]**

We, the undersigned 340 Celsius creditors, would like to make it known that we agree with the above-mentioned filing, D.R. 1490, which is consistent with our views and opinions on the issue of the sale of stablecoins and establishing ownership of the assets based on the Terms of Use (ToS).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

In particular, we agree with the following statements:

"The Terms of Use are replete with language providing that at most, Respondents were "lending" their assets to Debtors for a period of time until Respondents, in their sole discretion, asked for their assets to be returned..."

The myriad of examples of this language has been set forth on the record by other objectors at length and is apparent on the face of the various Terms of Use versions filed by the Debtors.

Respondents shall not waste additional time and resources by merely repeating those facts herein. To the extent necessary, Respondents incorporate herein and join in any and all other objections to the Earn Motion."

To add further credibility to our position, BlockFi, a direct competitor of Celsius that filed for bankruptcy just a few days ago **and whose ToS are nearly identical to those of Celsius**, (Exhibit A - Terms of Use) put out the following statement: "The first substantive point... is BlockFi views customer deposits as customer property and not part of the bankruptcy estate." (Exhibit B - Announcement)

The fact that crypto industry leaders observing the Celsius case make this as their first point of communication, only confirms the absurdity of the idea that coins belong to anyone other than the creditor.

We ask that the court deny the sale of the stablecoins and deem the ownership of all coins to be property of us, the creditors.

The individuals whose signatures appear below each state as follows: "I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that I am a Celsius customer, that I am signing this joinder on behalf of myself, and that the information I have provided herein is true and correct to the best of my knowledge, information, and belief."

Respectfully submitted,

Dated: December 2, 2022
Silver Spring, Maryland

/s/ Immanuel Herrmann
Immanuel Herrmann

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<u>S/ Rebecca Gallagher</u> Rebecca Gallagher Dickson TN United States 2022/11/30 6:43:40 AM EST	<u>S/ Alexander P Simmons</u> Alexander P Simmons Haverfordwest, Wales, United Kingdom. 2022/11/30 8:44:30 AM EST	<u>S/ Jeremy Cohen Hoffing</u> Jeremy Cohen Hoffing Topanga, California 2022/11/30 10:17:19 AM EST	<u>S/ Oliver Chilvers</u> Oliver Chilvers Bristol, England 2022/11/30 4:51:52 PM EST
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<u>S/ Paul Anthony Green</u> Paul Anthony Green Cromer, Australia 2022/11/30 4:55:44 PM EST	<u>S/ Stephen Adolfson</u> Stephen Adolfson Sacramento, CA 2022/11/30 5:07:19 PM EST	<u>S/ Gary Bombaro</u> Gary Bombaro Boynton Beach, Florida 2022/11/30 5:08:19 PM EST	<u>S/ Doug Freeman</u> Doug Freeman Mesquite NV 2022/11/30 5:10:34 PM EST
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<u>S/ Jong K Choi</u> Jong K Choi Edmonton, Alberta, Canada 2022/11/30 5:17:14 PM EST	<u>S/ Femke Vessies</u> Femke Vessies Esch, Noord Brabant, the Netherlands 2022/11/30 5:18:28 PM EST	<u>S/ Roy Vranken</u> Roy Vranken Esch, Noord Brabant, the Netherlands 2022/11/30 5:19:13 PM EST	<u>S/ Dr. Joseph Lalia</u> Dr. Joseph Lalia Delray Beach FL 2022/11/30 5:20:33 PM EST
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<u>S/ Ben Eades</u> Ben Eades Kennedy Town, Hong Kong 2022/11/30 5:27:31 PM EST	<u>S/ Ramon Gonzales</u> Ramon Gonzales Salt Lake City, UT 2022/11/30 5:27:51 PM EST	<u>S/ Gerard Renner</u> Gerard Renner Brooklyn, New York 2022/11/30 5:28:08 PM EST	<u>S/ Anton Wu</u> Anton Wu Melbourne, Australia 2022/11/30 5:30:27 PM EST
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<u>S/ Christian Baus</u> Christian Baus Vilamoura Portugal 2022/11/30 5:32:05 PM EST	<u>S/ Kevin Joseph Spring</u> Kevin Joseph Spring Angleton, Texas 2022/11/30 5:34:26 PM EST	<u>S/ Jack Barracough</u> Jack Barracough Tauranga, New Zealand 2022/11/30 5:40:19 PM EST	<u>S/ Paul white</u> Paul white Manchester U.K. 2022/11/30 5:42:19 PM EST
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<u>S/ Catarina da Silva</u> Gonvßalves Catarina da Silva Gonvßalves Campinas, Brazil 2022/11/30 5:42:47 PM EST	<u>S/ Nicholas Negri</u> Nicholas Negri Albosaggia, Italy 2022/11/30 5:45:33 PM EST	<u>S/ On hui yin amelia</u> On hui yin amelia Singapore 2022/11/30 5:48:46 PM EST	<u>S/ Robert Moretta</u> Robert Moretta Astoria, New York 2022/11/30 5:51:18 PM EST
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<u>S/ IBRAHIM EAD</u> IBRAHIM EAD St. Louis, MO 2022/11/30 5:51:33 PM EST	<u>S/ Wojciech Plichta</u> Wojciech Plichta New York 2022/11/30 5:52:45 PM EST	<u>S/ Valentin Vanherpen</u> Valentin Vanherpen Saint Denis, France 2022/11/30 5:53:52 PM EST	<u>S/ Zaidong Yang</u> Zaidong Yang La Habra, California 2022/11/30 5:56:15 PM EST
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<u>S/ Troy c wadina</u> Troy c wadina Waterford wi 2022/11/30 5:56:17 PM EST	<u>S/ Charles Abonce</u> Charles Abonce Las Vegas, Nevada 2022/11/30 5:57:21 PM EST	<u>S/ Lucas Ariel Martinez</u> Lucas Ariel Martinez Steinmaur, Zurich, Switzerland 2022/11/30 6:00:50 PM EST	<u>S/ Serban Adrian Duica</u> Serban Adrian Duica Rosiori de Vede, Romania 2022/11/30 6:04:13 PM EST
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<u>S/ Becky Madsen</u> Becky Madsen Las Vegas 2022/11/30 6:05:57 PM EST	<u>S/ Jean Dimitriadis</u> Jean Dimitriadis Nonthaburi, Thailand 2022/11/30 6:08:01 PM EST	<u>S/ Sharon A Smith</u> Sharon A Smith Thunder Bay, Ontario Canada 2022/11/30 6:09:20 PM EST	<u>S/ Ana Laura Martinez</u> Ana Laura Martinez Bahia Blanca, Buenos Aires, Argentina 2022/11/30 6:10:01 PM EST
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<u>S/ Thomas Gargano</u> Thomas Gargano Elkridge, MD 2022/11/30 6:11:31 PM EST	<u>S/ Peter Gray</u> Peter Gray Newark, California 2022/11/30 6:12:26 PM EST	<u>S/ Phan Phi Long</u> Phan Phi Long Singapore 2022/11/30 6:13:01 PM EST	<u>S/ Martin K Pease</u> Martin K Pease Fare, Huahine, French Polynesia 2022/11/30 6:13:18 PM EST
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<u>S/ Alberto Jimenez</u> Alberto Jimenez Springfield, VA 2022/11/30 6:14:02 PM EST	<u>S/ Bradley Giardiello</u> Bradley Giardiello Laurel, Maryland 2022/11/30 6:15:01 PM EST	<u>S/ Patrick Daniel Bryant</u> Patrick Daniel Bryant Wells, Maine 2022/11/30 6:17:56 PM EST	<u>S/ Mark Boolootian</u> Mark Boolootian Santa Cruz, CA 2022/11/30 6:18:19 PM EST
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<u>S/ GREGOR LUDGER</u> MALECKI GREGOR LUDGER MALECKI Alboraya, Spain 2022/11/30 6:18:26 PM EST	<u>S/ William George Hewitt</u> William George Hewitt South Africa 2022/11/30 6:19:01 PM EST	<u>S/ Carl Eckett</u> Carl Eckett Wakefield 2022/11/30 6:19:11 PM EST	<u>S/ Aidan Jaye Goodchild</u> Aidan Jaye Goodchild Perth, Australia 2022/11/30 6:24:23 PM EST
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<u>S/ Olena Kozlova</u> Olena Kozlova Steinmaur, Zurich, Switzerland 2022/11/30 6:25:26 PM EST	<u>S/ Stephen Levenberg</u> Stephen Levenberg Austin 2022/11/30 6:26:24 PM EST	<u>S/ Lisa R Lang</u> Lisa R Lang Green Valley, AZ 2022/11/30 6:26:38 PM EST	<u>S/ Dario Javier Martinez</u> Dario Javier Martinez Bahia Blanca, Buenos Aires, Argentina 2022/11/30 6:27:25 PM EST
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<u>S/ Nathaniel Dolbee</u> Nathaniel Dolbee Quincy, Florida 2022/11/30 6:28:21 PM EST	<u>S/ Aidan Jaye Goodchild</u> Aidan Jaye Goodchild Perth, Australia 2022/11/30 6:28:21 PM EST	<u>S/ Deniz Levenberg</u> Deniz Levenberg Austin, TX 2022/11/30 6:29:02 PM EST	<u>S/ Robert Wilsford</u> Robert Wilsford The Colony, Texas 2022/11/30 6:30:37 PM EST
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<u>S/ Eric Blizzard</u> Eric Blizzard Cincinnati ohio 2022/11/30 6:32:58 PM EST	<u>S/ Ryan Carlos</u> Ryan Carlos Chicago, IL 2022/11/30 6:34:40 PM EST	<u>S/ Niall McAndrew</u> Niall McAndrew New Zealand 2022/11/30 6:37:08 PM EST	<u>S/ Zhang Wenchang</u> Zhang Wenchang Singapore 2022/11/30 6:38:00 PM EST
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<u>S/ Katarina Stanisavljevic</u> Katarina Stanisavljevic Chicago, Illinois 2022/11/30 6:39:07 PM EST	<u>S/ Joshua McMahon</u> Joshua McMahon Hayden, Idaho 2022/11/30 6:40:18 PM EST	<u>S/ Viola Siu Ping Lo</u> Viola Siu Ping Lo Harris Park, NSW, Australia 2022/11/30 6:43:21 PM EST	<u>S/ Stephen Levenberg</u> Stephen Levenberg Austin 2022/11/30 6:44:32 PM EST
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<u>S/ Evan Fischer</u> Evan Fischer Milwaukee, WI 2022/11/30 6:48:22 PM EST	<u>S/ Jonathan Wong</u> Jonathan Wong Toronto, Canada 2022/11/30 6:48:28 PM EST	<u>S/ Steven torres</u> Steven torres Simi Valley, California 2022/11/30 6:49:38 PM EST	<u>S/ Adam Egan</u> Adam Egan Dublin , Ireland 2022/11/30 6:49:40 PM EST
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<u>S/ Brian Barnes</u> Brian Barnes Inglewood 2022/11/30 6:53:15 PM EST	<u>S/ Mitch</u> Mitch San Jose, CA 2022/11/30 6:54:03 PM EST	<u>S/ Mitch shapero</u> Mitch shapero San Jose, ca 2022/11/30 6:56:18 PM EST	<u>S/ Nelson Courtney Smith</u> Nelson Courtney Smith Aurora, CO 2022/11/30 6:58:03 PM EST
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<u>S/ Stephen Levenberg</u> Stephen Levenberg Austin 2022/11/30 6:58:35 PM EST	<u>S/ KELLY L VOSTAL</u> KELLY L VOSTAL Manasquan, NJ 2022/11/30 7:01:39 PM EST	<u>S/ Shane O'Hare</u> Shane O'Hare Chugiak, Alaska 2022/11/30 7:03:41 PM EST	<u>S/ Douglas F McLaughlin</u> Douglas F McLaughlin Centennial, Colorado 2022/11/30 7:06:21 PM EST
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<u>S/ Daxeshkumar Patel</u> Daxeshkumar Patel Ajax, Ontario, Canada 2022/11/30 7:06:32 PM EST	<u>S/ Ryan Runchey</u> Ryan Runchey San Jose, California 2022/11/30 7:07:29 PM EST	<u>S/ Martin Robert</u> Martin Robert Las Vegas, Nevada 2022/11/30 7:12:15 PM EST	<u>S/ Nicholas Thulin</u> Nicholas Thulin La Center, Washington 2022/11/30 7:14:38 PM EST
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<u>S/ Yong Chan</u> Yong Chan Bournemouth, England 2022/11/30 7:18:09 PM EST	<u>S/ Richard E Oswald</u> Richard E Oswald Shamong, New Jersey 2022/11/30 7:22:20 PM EST	<u>S/ Janell Eckhardt</u> Janell Eckhardt Bainbridge Island, WA 2022/11/30 7:30:57 PM EST	<u>S/ Edouard Cordi</u> Edouard Cordi Temecula, CA 2022/11/30 7:32:01 PM EST
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<u>S/ Colin Valenta</u> Colin Valenta Pittsburgh, Pennsylvania 2022/11/30 7:33:28 PM EST	<u>S/ Alan Rorie</u> Alan Rorie Eleverta California 2022/11/30 7:42:18 PM EST	<u>S/ Chris Roth</u> Chris Roth Portland, OR 2022/11/30 7:43:08 PM EST	<u>S/ John Heptonstall</u> John Heptonstall Sydney Australia 2022/11/30 7:43:42 PM EST
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<u>S/ Amber Roth</u> Amber Roth Portland, OR 2022/11/30 7:44:12 PM EST	<u>S/ Alan Rorie</u> Alan Rorie Sacramento California 2022/11/30 7:44:17 PM EST	<u>S/ Nikhil Suri</u> Nikhil Suri Canfield, Ohio 2022/11/30 7:45:59 PM EST	<u>S/ Constantine ochs</u> Constantine ochs Usa 2022/11/30 7:47:46 PM EST
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<u>S/ Seat Chun Boon</u> Seat Chun Boon SINGAPORE 2022/11/30 7:47:52 PM EST	<u>S/ Maximilian Frederick</u> Maximilian Frederick Claremont, California 2022/11/30 7:48:40 PM EST	<u>S/ Bal Krishna Jha</u> Bal Krishna Jha Lorton, Virginia 2022/11/30 7:48:49 PM EST	<u>S/ Benedict Y Hui</u> Benedict Y Hui Seattle, washington, usa 2022/11/30 7:49:11 PM EST
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<u>S/ Carey Drake</u> Carey Drake Atlanta, Georgia 2022/11/30 7:49:55 PM EST	<u>S/ Robertino Stoicescu</u> Robertino Stoicescu Sydney NSW 2022/11/30 7:51:09 PM EST	<u>S/ Sooin Lee</u> Sooin Lee Branson, Missouri 2022/11/30 7:51:42 PM EST	<u>S/ Dawn Webster</u> Dawn Webster Westville NJ 2022/11/30 7:56:24 PM EST
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<u>S/ John David Porter</u> John David Porter Indianapolis, Indiana 2022/11/30 7:56:47 PM EST	<u>S/ Christopher Paul Birnbaum</u> Christopher Paul Birnbaum Saint Petersburg, Florida 2022/11/30 7:57:58 PM EST	<u>S/ Caleb Ross</u> Caleb Ross Jamaica, New York 2022/11/30 7:58:45 PM EST	<u>S/ Jonathan Malcolm Boyd</u> Jonathan Malcolm Boyd Johor Bahru, Malaysia 2022/11/30 7:59:34 PM EST
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<u>S/ Michael Charles Watson</u> Michael Charles Watson Giralang, ACT, Australia 2022/11/30 8:01:04 PM EST	<u>S/ Christian Simpson</u> Christian Simpson Los Angeles 2022/11/30 8:04:51 PM EST	<u>S/ Gipsy Field</u> Gipsy Field Pompano Beach 2022/11/30 8:05:22 PM EST	<u>S/ Andrew Thompson</u> Andrew Thompson Berwyn, Illinois 2022/11/30 8:05:26 PM EST
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<u>S/ Robertino Stoicescu</u> Robertino Stoicescu Sydney Australia 2022/11/30 8:13:08 PM EST	<u>S/ Michael A Joseph</u> Michael A Joseph Austin 2022/11/30 8:14:03 PM EST	<u>S/ Brian McMullen</u> Brian McMullen San Diego, California 2022/11/30 8:17:25 PM EST	<u>S/ Caitriona Harvey</u> Caitriona Harvey Auckland, New Zealand 2022/11/30 8:21:45 PM EST
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<u>S/ Adam Ingersoll</u> Adam Ingersoll White Salmon, Washington 2022/11/30 8:21:54 PM EST	<u>S/ Christopher McBride</u> Christopher McBride O'fallon, Illinois 2022/11/30 8:22:26 PM EST	<u>S/ Dana Sandefur</u> Dana Sandefur Dunnellon 2022/11/30 8:22:39 PM EST	<u>S/ Allan Edgar Fong</u> <u>Ramirez</u> Allan Edgar Fong Ramirez Guatemala city, Guatemala 2022/11/30 8:28:17 PM EST
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<u>S/ Norman Hirsch</u> Norman Hirsch Juno Beach, Florida 2022/11/30 8:28:48 PM EST	<u>S/ Matej Konecny</u> Matej Konecny Sydney, Australia 2022/11/30 8:29:48 PM EST	<u>S/ Pablo Sturm Hernandez</u> Pablo Sturm Hernandez Marbella, Spain 2022/11/30 8:32:59 PM EST	<u>S/ Geertje Anna Sinnema</u> Geertje Anna Sinnema Marbella, Spain 2022/11/30 8:33:34 PM EST
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<u>S/ Brian Kenney</u> Brian Kenney Toronto. Canada 2022/11/30 8:35:00 PM EST	<u>S/ Thomas Metters</u> Thomas Metters Jakarta, Indonesia 2022/11/30 8:35:48 PM EST	<u>S/ Shane Owens</u> Shane Owens Eldorado Springs, CO 2022/11/30 8:37:54 PM EST	<u>S/ Miroslav Štuvak</u> Miroslav Štuvak Zagreb, Croatia 2022/11/30 8:38:43 PM EST
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<u>S/ Vijo Joseph</u> Vijo Joseph Brookfield, Connecticut 2022/11/30 8:41:17 PM EST	<u>S/ Brad Legassick</u> Brad Legassick Gold Coast, Australia 2022/11/30 8:42:11 PM EST	<u>S/ Jeffrey Smith</u> Jeffrey Smith Norfolk, Massachusetts 2022/11/30 8:49:50 PM EST	<u>S/ Nigel Mack</u> Nigel Mack Brighton South Australia 2022/11/30 8:50:40 PM EST
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<u>S/ Jason Deon Mayhew</u> Jason Deon Mayhew Salt Lake 2022/11/30 8:50:54 PM EST	<u>S/ Nigel John Kirkwood</u> Nigel John Kirkwood Busselton, Western Australia 2022/11/30 8:51:43 PM EST	<u>S/ John Chinnick Root</u> John Chinnick Root Rockport TX 2022/11/30 8:58:21 PM EST	<u>S/ Jesse Lund</u> Jesse Lund Coto de Caza, California 2022/11/30 9:01:39 PM EST
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<u>S/ Justin Maatubang</u> Justin Maatubang San Marcos, CA 2022/11/30 9:05:55 PM EST	<u>S/ Jesse Lund</u> Jesse Lund Coto de Caza, California 2022/11/30 9:06:48 PM EST	<u>S/ Peter Choi</u> Peter Choi Richmond, VA 2022/11/30 9:19:56 PM EST	<u>S/ Miguel vÅngel Lozano</u> Chairez Miguel vÅngel Lozano Chairez Mexicali, Mexico 2022/11/30 9:23:13 PM EST
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<u>S/ Keri Taiaroa</u> Keri Taiaroa Melbourne, Australia 2022/11/30 9:25:58 PM EST	<u>S/ Mark Stephens</u> Mark Stephens Pensacola, Florida 2022/11/30 9:35:08 PM EST	<u>S/ Douglas Ross Stringer</u> Douglas Ross Stringer San Antonio, Texas 2022/11/30 9:35:42 PM EST	<u>S/ Hani Gobran</u> Hani Gobran Winchester, California 2022/11/30 9:40:56 PM EST
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<u>S/ Harrison Kinchler</u> Harrison Kinchler Dunwoody, Georgia 2022/11/30 9:42:57 PM EST	<u>S/ Jefferson Touth</u> Jefferson Touth Redlands, California 2022/11/30 9:47:58 PM EST	<u>S/ John Bodwell</u> John Bodwell Lewisville, TX 2022/11/30 9:55:30 PM EST	<u>S/ Mahesh Patro</u> Mahesh Patro Mumbai, India 2022/11/30 9:59:42 PM EST
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<u>S/ Erik Whitlock</u> Erik Whitlock Fort Worth, Texas 2022/11/30 10:00:17 PM EST	<u>S/ Stephan Richard</u> Stephan Richard Halifax, Nova Scotia, Canada 2022/11/30 10:02:22 PM EST	<u>S/ Carolyn Chamberlayne</u> Carolyn Chamberlayne San Francisco 2022/11/30 10:07:23 PM EST	<u>S/ Danny Zaporozan</u> Danny Zaporozan Castlegar, Canada 2022/11/30 10:09:07 PM EST
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<u>S/ Anthony Robert Catley</u> Anthony Robert Catley Perth, Western Australia 2022/11/30 10:09:28 PM EST	<u>S/ David Mautz</u> David Mautz New Orleans, LA 2022/11/30 10:22:38 PM EST	<u>S/ Jeff Pollock</u> Jeff Pollock Cary, North Carolina 2022/11/30 10:28:02 PM EST	<u>S/ Brian Katz</u> Brian Katz Los Angeles, CA 2022/11/30 10:28:55 PM EST
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<u>S/ Jared R Hamilton</u> Jared R Hamilton Malvern 2022/11/30 10:31:14 PM EST	<u>S/ Tamati Te Oka</u> Tamati Te Oka Auckland, New Zealand 2022/11/30 10:31:32 PM EST	<u>S/ Dario Savic</u> Dario Savic Oshkosh, Wisconsin 2022/11/30 10:41:35 PM EST	<u>S/ Tan Chye Teck</u> Tan Chye Teck Singapore 2022/11/30 10:46:51 PM EST
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<u>S/ Simeon Berson</u> Simeon Berson Melbourne, Australia 2022/11/30 10:49:26 PM EST	<u>S/ Joshua Lewis</u> Joshua Lewis JACKSONVILLE 2022/11/30 10:53:32 PM EST	<u>S/ Robert Applegate</u> Robert Applegate San Francisco 2022/11/30 10:53:33 PM EST	<u>S/ Justin Nicholson</u> Justin Nicholson Green Cove Springs, FL 2022/11/30 10:54:31 PM EST
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<u>S/ Ryan Pramer</u> Ryan Pramer Celebration, Florida 2022/11/30 10:54:38 PM EST	<u>S/ Guy Matthew Perry</u> Guy Matthew Perry Santa Ana, CA 2022/11/30 10:54:40 PM EST	<u>S/ James Larkin</u> James Larkin Lake Worth, Florida 2022/11/30 11:02:10 PM EST	<u>S/ Cviko Savic</u> Cviko Savic Oshkosh, Wisconsin 2022/11/30 11:03:23 PM EST
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<u>S/ Matthew Kurt Mosteller</u> Matthew Kurt Mosteller Nashville, Tennessee 2022/11/30 11:05:50 PM EST	<u>S/ Aashita Kesarwani</u> Aashita Kesarwani Pomona, California 2022/11/30 11:06:16 PM EST	<u>S/ Yvan Clot-Goudard</u> Yvan Clot-Goudard France 2022/11/30 11:07:17 PM EST	<u>S/ Vaibhav Pawar</u> Vaibhav Pawar Arlington Heights, IL 2022/11/30 11:09:26 PM EST
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<u>S/ Andrew Ong</u> Andrew Ong San Francisco, CA 2022/11/30 11:09:59 PM EST	<u>S/ juan camilo castillo giron</u> juan camilo castillo giron Australia 2022/11/30 11:22:00 PM EST	<u>S/ My Hanh Do</u> My Hanh Do San Francisco 2022/11/30 11:26:19 PM EST	<u>S/ Rohan Juneja</u> Rohan Juneja Sydney, Australia 2022/11/30 11:35:21 PM EST
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<u>S/ Jason Brown</u> Jason Brown Southfield, Michigan 2022/11/30 11:48:21 PM EST	<u>S/ Cory Taylor</u> Cory Taylor Baltimore, Maryland 2022/11/30 11:54:07 PM EST	<u>S/ Cory Taylor</u> Cory Taylor Baltimore, Maryland 2022/11/30 11:55:02 PM EST	<u>S/ Chuen Kang Gooi</u> Chuen Kang Gooi Singapore 2022/12/01 12:02:55 AM EST
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<u>S/ Justin D Smit</u> Justin D Smit Arlington, VA 2022/12/01 12:12:37 AM EST	<u>S/ Jesus Ayala Jr.</u> Jesus Ayala Jr. Chicago, IL 2022/12/01 12:19:04 AM EST	<u>S/ Sanja Jakovljevic</u> Sanja Jakovljevic Oshkosh, Wisconsin 2022/12/01 12:20:58 AM EST	<u>S/ Mark Underhill</u> Mark Underhill Stavanger, Norway 2022/12/01 12:33:25 AM EST
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<u>S/ Peter Truss</u> Peter Truss Los Angeles 2022/12/01 12:33:45 AM EST	<u>S/ Maki Hanawa</u> Maki Hanawa Surrey, British Columbia 2022/12/01 12:34:26 AM EST	<u>S/ Indrajeet Vagha</u> Indrajeet Vagha Bayonne NJ 2022/12/01 12:38:20 AM EST	<u>S/ Christopher Berglund</u> Christopher Berglund Surahammar, Sweden 2022/12/01 12:40:53 AM EST
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<u>S/ Joey Hendrickson</u> Joey Hendrickson Columbus, Ohio 2022/12/01 12:44:03 AM EST	<u>S/ Robert A Costanza</u> Robert A Costanza Ojai, Ca. 2022/12/01 12:47:18 AM EST	<u>S/ Eric Chan</u> Eric Chan La Habra, California 2022/12/01 12:48:41 AM EST	<u>S/ Andrew Fenster</u> Andrew Fenster San Francisco, CA 2022/12/01 12:50:55 AM EST
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<u>S/ Wojda</u> Wojda Brugelette Bruxelles 2022/12/01 12:51:20 AM EST	<u>S/ Peter Konyves</u> Peter Konyves Dunaujvaros, Hungary 2022/12/01 12:53:03 AM EST	<u>S/ Thomas Hawker</u> Thomas Hawker Zeist, Netherlands 2022/12/01 1:06:02 AM EST	<u>S/ Kirk Robison</u> Kirk Robison Santa Clara, UT 2022/12/01 1:06:29 AM EST
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<u>S/ Doug Leung</u> Doug Leung Lafayette, Indiana 2022/12/01 1:07:50 AM EST	<u>S/ Reeran Kim</u> Reeran Kim Ranco Palos Verdes CA 2022/12/01 1:10:37 AM EST	<u>S/ Florian Mautendorfer</u> Florian Mautendorfer Vienna, Austria 2022/12/01 1:16:47 AM EST	<u>S/ Frances Jones</u> Frances Jones Sydney, Australia 2022/12/01 1:25:12 AM EST
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<u>S/ Liam Nguyen-Jones</u> Liam Nguyen-Jones Sydney, Australia 2022/12/01 1:26:25 AM EST	<u>S/ James Deglau</u> James Deglau Larkspur 2022/12/01 1:37:03 AM EST	<u>S/ Bradley Machamer</u> Bradley Machamer Tucson, AZ 2022/12/01 1:40:26 AM EST	<u>S/ David Schneider (all rights reserved)</u> David Schneider (all rights reserved) Rogers, Arkansas 2022/12/01 1:53:51 AM EST
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<u>S/ Vishesh Marwah</u> Vishesh Marwah Melbourne, Australia 2022/12/01 1:54:43 AM EST	<u>S/ Ognjen Markovic</u> Ognjen Markovic Belgrade, Serbia 2022/12/01 2:02:17 AM EST	<u>S/ Grant Reid</u> Grant Reid Duebendorf, Switzerland 2022/12/01 2:03:11 AM EST	<u>S/ Martijn Hinten</u> Martijn Hinten Amsterdam, The Netherlands 2022/12/01 2:03:40 AM EST
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<u>S/ Jean-Paul Luijten</u> Jean-Paul Luijten Amersfoort 2022/12/01 2:37:02 AM EST	<u>S/ Bernard Mutz</u> Bernard Mutz Dayton, Ohio 2022/12/01 2:41:44 AM EST	<u>S/ Russell Pentland Weetch</u> Russell Pentland Weetch Harrow, United Kingdom 2022/12/01 2:42:53 AM EST	<u>S/ Paul Crudgington</u> Paul Crudgington Manchester, England 2022/12/01 2:44:49 AM EST
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<u>S/ Andrea Marchiotto</u> Andrea Marchiotto Rotterdam, The Netherlands 2022/12/01 2:46:05 AM EST	<u>S/ Michael J. Lewis</u> Michael J. Lewis Fremont CA 2022/12/01 2:46:40 AM EST	<u>S/ Russell Chan</u> Russell Chan Amersfoort, Utrecht, Netherlands 2022/12/01 2:50:49 AM EST	<u>S/ Elaine Hartley</u> Elaine Hartley Lancashire England 2022/12/01 2:57:38 AM EST
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<u>S/ Marlies de Boer</u> Marlies de Boer Amsterdam, the Netherlands 2022/12/01 2:58:01 AM EST	<u>S/ Chris Brennan</u> Chris Brennan London England 2022/12/01 2:58:13 AM EST	<u>S/ Ali Jamshid Far</u> Ali Jamshid Far Sweden 2022/12/01 3:00:36 AM EST	<u>S/ LeskV≥ BalV°zs</u> LeskV≥ BalV°zs Budapest, Hungary 2022/12/01 3:01:05 AM EST
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<u>S/ Freerk Jelsma</u> Freerk Jelsma Dokkum, The Netherlands 2022/12/01 3:11:08 AM EST	<u>S/ Robert Boolootian</u> Robert Boolootian Santa Cruz California 2022/12/01 3:16:09 AM EST	<u>S/ Daniel Anthony Valenzuela</u> Daniel Anthony Valenzuela Phoenix, Arizona 2022/12/01 3:17:29 AM EST	<u>S/ Ptolemy Sinclair Petrie</u> Ptolemy Sinclair Petrie Colorado Springs, Colorado USA 2022/12/01 3:19:08 AM EST
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<u>S/ Alessandro Muggianu</u> Alessandro Muggianu Simaxis, Italy 2022/12/01 3:22:02 AM EST	<u>S/ Gerardo Miranda</u> Gerardo Miranda Rancho Cucamonga, CA 2022/12/01 3:30:30 AM EST	<u>S/ Leticia Miranda</u> Leticia Miranda Rancho Cucamonga, CA 2022/12/01 3:33:07 AM EST	<u>S/ Andrew Kennett</u> Andrew Kennett London, England 2022/12/01 3:34:13 AM EST
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<u>S/ Philip Charles Harding</u> Philip Charles Harding Cardiff United Kingdom 2022/12/01 3:49:32 AM EST	<u>S/ Mathew Rhys Harding</u> Mathew Rhys Harding Cardiff, United Kingdom 2022/12/01 3:50:46 AM EST	<u>S/ RAVI V ALAPATI</u> RAVI V ALAPATI ATLANTA, GA 2022/12/01 3:56:27 AM EST	<u>S/ Angelica Virginia Mercado Paz</u> Angelica Virginia Mercado Paz Olite, Spain 2022/12/01 3:56:59 AM EST
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<u>S/ Shelley Foster</u> Shelley Foster Ferndale, Washington 2022/12/01 3:58:20 AM EST	<u>S/ Volkan Altunbay</u> Volkan Altunbay Antwerp, Belgium 2022/12/01 4:12:08 AM EST	<u>S/ Paul Webb</u> Paul Webb Norfolk UK 2022/12/01 4:42:39 AM EST	<u>S/ Joel Kaiser</u> Joel Kaiser Cully, Switzerland 2022/12/01 4:45:06 AM EST
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<u>S/ Victor Dominguez Ortiz</u> Victor Dominguez Ortiz Moxee WA 2022/12/01 4:48:32 AM EST	<u>S/ Damien Debin</u> Damien Debin Paris, France 2022/12/01 4:53:01 AM EST	<u>S/ Antonio Ballesteros</u> <u>Cabezas</u> Antonio Ballesteros Cabezas Conthey Switzerland 2022/12/01 4:56:17 AM EST	<u>S/ Raminta Didikaite</u> Raminta Didikaite London 2022/12/01 5:12:12 AM EST
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<u>S/ Benjamin Patton</u> Benjamin Patton Dorado, PR 2022/12/01 5:20:59 AM EST	<u>S/ Andreas Aeschlimann</u> Andreas Aeschlimann Heimberg, Switzerland 2022/12/01 5:24:55 AM EST	<u>S/ Norbert Wegrzynowski</u> Norbert Wegrzynowski Gloucester, England 2022/12/01 5:26:38 AM EST	<u>S/ Kunwar bir singh</u> Kunwar bir singh Singapore, singapore 2022/12/01 5:53:01 AM EST
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<u>S/ Andrew A Martin</u> Andrew A Martin Norton Shores, Michigan 2022/12/01 6:07:07 AM EST	<u>S/ Paul Niehe</u> Paul Niehe Den Haag, the Netherlands 2022/12/01 6:27:47 AM EST	<u>S/ Min Wilde</u> Min Wilde London England 2022/12/01 6:31:46 AM EST	<u>S/ Elliott Russell</u> Elliott Russell Mansfield, United Kingdom 2022/12/01 6:36:51 AM EST
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<u>S/ Danny Layton</u> Danny Layton London, England 2022/12/01 6:38:35 AM EST	<u>S/ Jong Chol Lee</u> Jong Chol Lee Deep River, Connecticut 2022/12/01 6:48:29 AM EST	<u>S/ Samuli Lvðf</u> Samuli Lvðf Salo, Finland 2022/12/01 6:50:48 AM EST	<u>S/ James Engel</u> James Engel Long Valley New Jersey 2022/12/01 6:50:49 AM EST
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<u>S/ Tyson Knowles</u> Tyson Knowles Campbell River, Canada 2022/12/01 6:51:12 AM EST	<u>S/ Arwed Kubisch</u> Arwed Kubisch Lvøneburg, Germany 2022/12/01 6:53:49 AM EST	<u>S/ Benoit Kuziora</u> Benoit Kuziora Thunder bay canada 2022/12/01 7:03:11 AM EST	<u>S/ Adam Velez</u> Adam Velez Toms River, New Jersey 2022/12/01 7:06:33 AM EST
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<u>S/ Michael S Merson</u> Michael S Merson Boynton Beach, Florida 2022/12/01 7:16:42 AM EST	<u>S/ Liew Eng Chuan</u> Liew Eng Chuan Selangor, Malaysia 2022/12/01 7:23:01 AM EST	<u>S/ LAWRENCE CHARLES</u> <u>PORTER II</u> LAWRENCE CHARLES PORTER II Miami Beach, Florida 2022/12/01 7:25:01 AM EST	<u>S/ Christopher Little</u> Christopher Little Brambleton, Virginia 2022/12/01 7:28:16 AM EST
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<u>S/ Matthew Bolden</u> Matthew Bolden Atlanta, GA 2022/12/01 7:28:19 AM EST	<u>S/ Michael Sutton</u> Michael Sutton Pickerington, ohio 2022/12/01 7:28:33 AM EST	<u>S/ Lucia August</u> Lucia August Oakland, California 2022/12/01 7:29:21 AM EST	<u>S/ Nicholas Paul hammett</u> Nicholas Paul hammett Exeter, england 2022/12/01 7:38:20 AM EST
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<u>S/ Daniel Frishberg</u> Daniel Frishberg Hillsborough County, Florida 2022/12/01 7:40:21 AM EST	<u>S/ E. Buitenman</u> E. Buitenman Amsterdam, Netherlands 2022/12/01 7:41:25 AM EST	<u>S/ Jacob Radder</u> Jacob Radder Buffalo, New York 2022/12/01 7:43:26 AM EST	<u>S/ Renaud Valkenberg</u> Renaud Valkenberg Grez-Doiceau, Belgium 2022/12/01 7:52:54 AM EST
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<u>S/ Ernest TRAN</u> Ernest TRAN Paris, France 2022/12/01 7:59:23 AM EST	<u>S/ Alec Samuel Urrutia</u> <u>Delgado</u> Alec Samuel Urrutia Delgado Opera, Italy 2022/12/01 8:01:52 AM EST	<u>S/ Sonda Cohen</u> Sonda Cohen Bangkok Thailand 2022/12/01 8:07:55 AM EST	<u>S/ Aimv@e G. Urrutia D.</u> Aimv@e G. Urrutia D. Panama, Panama 2022/12/01 8:14:07 AM EST
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<u>S/ Kim Nilsson Davidsson</u> Kim Nilsson Davidsson Puerto Aventuras. Quintana Roo. Mexico. 2022/12/01 8:30:57 AM EST	<u>S/ Clay Schile</u> Clay Schile Greer, SC 2022/12/01 8:32:37 AM EST	<u>S/ Jefferson Nunn</u> Jefferson Nunn Plano Texas 2022/12/01 8:33:36 AM EST	<u>S/ Mark Griffin</u> Mark Griffin Austin , Texas 2022/12/01 8:36:56 AM EST
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<u>S/ Robert Flores</u> Robert Flores Waterloo Ia 2022/12/01 8:37:34 AM EST	<u>S/ Philippe REYMOND</u> Philippe REYMOND Gland, Switzerland 2022/12/01 8:39:14 AM EST	<u>S/ Frederik Lauwers</u> Frederik Lauwers Bellegem, Belgium 2022/12/01 8:39:47 AM EST	<u>S/ Tom Jolley</u> Tom Jolley Sheffield, England 2022/12/01 8:49:07 AM EST
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<u>S/ joanne evans</u> joanne evans Palm Beach, Australia 2022/12/01 8:49:14 AM EST	<u>S/ Pierpaolo Urrutia</u> <u>Delgado</u> Pierpaolo Urrutia Delgado Fermo, Italy 2022/12/01 8:49:30 AM EST	<u>S/ Joseph Roman</u> Joseph Roman Boca Raton, Florida 2022/12/01 8:55:47 AM EST	<u>S/ Marshall west</u> Marshall west Houston, tx 2022/12/01 8:59:45 AM EST
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<u>S/ Richard K Robison</u> Richard K Robison Provo, Utah 2022/12/01 9:02:28 AM EST	<u>S/ Josh Bellingham</u> Josh Bellingham North Vancouver, Canada 2022/12/01 9:11:51 AM EST	<u>S/ David Bolt</u> David Bolt Dickson Tennessee 2022/12/01 9:22:06 AM EST	<u>S/ Robert Citron</u> Robert Citron Washington DC 2022/12/01 9:22:51 AM EST
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<u>S/ Tom Brown</u> Tom Brown Fort Myers, Florida 2022/12/01 9:35:54 AM EST	<u>S/ Andy Gimino</u> Andy Gimino Westford, Vermont 2022/12/01 9:49:39 AM EST	<u>S/ Gabriel Theron</u> Gabriel Theron Bekasi, Indonesia 2022/12/01 9:50:32 AM EST	<u>S/ Enrico Pena</u> Enrico Pena Paravtaque, Philippines 2022/12/01 9:59:00 AM EST
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<u>S/ Rafal Szymanski</u> Rafal Szymanski Nashua Nh 2022/12/01 9:59:17 AM EST	<u>S/ Carol summers</u> Carol summers Pasadena Maryland 2022/12/01 10:01:29 AM EST	<u>S/ Rami A Efal</u> Rami A Efal New York, New York 2022/12/01 10:01:35 AM EST	<u>S/ Ian Gabrielle</u> Ian Gabrielle Egg Harbor Township, New Jersey 2022/12/01 10:03:30 AM EST
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<u>S/ Michael Garner</u> <u>Wakefield</u> Michael Garner Wakefield Bentonville, AR 2022/12/01 10:05:19 AM EST	<u>S/ Ranjana Sarma</u> Ranjana Sarma Edinburg, TX, USA 2022/12/01 10:14:58 AM EST	<u>S/ Gerald D Van Eeckhout</u> Gerald D Van Eeckhout Frisco 2022/12/01 10:19:17 AM EST	<u>S/ Cynthia E Perrulli</u> Cynthia E Perrulli Bethlehem, PA 2022/12/01 10:23:03 AM EST
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<u>S/ Yamil Molinar Rivera</u> Yamil Molinar Rivera US, Chicago, IL 2022/12/01 10:24:57 AM EST	<u>S/ Lucia Ana Costa</u> Lucia Ana Costa Bahia Blanca, Buenos Aires, Argentina 2022/12/01 10:36:59 AM EST	<u>S/ Michael Tarsi</u> Michael Tarsi Lighthouse Point, FL US 2022/12/01 10:48:05 AM EST	<u>S/ Ryan Schleiger</u> Ryan Schleiger Newport Beach, CA 2022/12/01 10:55:39 AM EST
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<u>S/ Cameron Crews</u> Cameron Crews Hoboken, New Jersey 2022/12/01 10:58:56 AM EST	<u>S/ Raul Alfredo Martinez</u> Raul Alfredo Martinez Bahia Blanca, Buenos Aires, Argentina 2022/12/01 11:05:13 AM EST	<u>S/ L. Anne Yeilding</u> L. Anne Yeilding Decatur, Georgia USA 2022/12/01 11:09:19 AM EST	<u>S/ Cameron Petts</u> Cameron Petts Chatham 2022/12/01 11:13:54 AM EST
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<u>S/ Alexander Dumbrique</u> Alexander Dumbrique Montreal 2022/12/01 11:19:52 AM EST	<u>S/ Brandon Lawrence</u> Brandon Lawrence Glendale, CA 2022/12/01 11:21:49 AM EST	<u>S/ Judith D Ferrara</u> Judith D Ferrara Yardley, Pennsylvania 2022/12/01 11:23:53 AM EST	<u>S/ austin straton</u> austin straton Santa Cruz California 2022/12/01 11:28:54 AM EST
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<u>S/ Ryan Chilia</u> Ryan Chilia Austin Texas 2022/12/01 11:30:44 AM EST	<u>S/ Jordan J Oglesby</u> Jordan J Oglesby Los Angeles 2022/12/01 11:35:12 AM EST	<u>S/ Manoj Kumar</u> Manoj Kumar Charlotte, NC 2022/12/01 11:36:53 AM EST	<u>S/ Kathy Zheng</u> Kathy Zheng San Francisco, CA 2022/12/01 11:54:32 AM EST
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<u>S/ igor bekker</u> igor bekker BROOKLYN, new york 2022/12/01 11:59:20 AM EST	<u>S/ James Martindale</u> James Martindale Dallas, Texas 2022/12/01 12:07:57 PM EST	<u>S/ Jinesh Patel</u> Jinesh Patel Belle Mead, NJ 2022/12/01 12:15:11 PM EST	<u>S/ Milin Patel</u> Milin Patel San Francisco, CA 2022/12/01 12:15:50 PM EST
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<u>S/ Andrew Swink</u> Andrew Swink Laurel, MD 2022/12/01 12:35:37 PM EST	<u>S/ Abdus Samad Soliman</u> Abdus Samad Soliman Sharjah, UAE 2022/12/01 12:46:38 PM EST	<u>S/ Michael Lohmann</u> Michael Lohmann Tseung Kwan O, Hong Kong 2022/12/01 12:50:13 PM EST	<u>S/ Alec Samuel Urrutia</u> <u>Delgado</u> Alec Samuel Urrutia Delgado Opera, Italy 2022/12/01 12:58:43 PM EST
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<u>S/ Raphael Khai Toan Cao</u> Raphael Khai Toan Cao Charneca de Caparica, Portugal 2022/12/01 12:59:47 PM EST	<u>S/ Seungjun Park</u> Seungjun Park Calgary 2022/12/01 1:12:41 PM EST	<u>S/ Christopher D Fay</u> Christopher D Fay Plano Texas 2022/12/01 1:12:54 PM EST	<u>S/ Carla Gravenkemper</u> Carla Gravenkemper Plano Texas 2022/12/01 1:18:35 PM EST
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<u>S/ Ryan Schwallie</u> Ryan Schwallie Cincinnati, Ohio 2022/12/01 1:21:36 PM EST	<u>S/ Timothy Hays</u> Timothy Hays Houston 2022/12/01 1:34:43 PM EST	<u>S/ Carey Seip</u> Carey Seip La Center, WA 2022/12/01 1:48:38 PM EST	<u>S/ Yoshihiro Luk</u> Yoshihiro Luk New York, New York 2022/12/01 1:51:33 PM EST
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<u>S/ Segey Kim C/O Richard Rosenblatt</u> Segey Kim C/O Richard Rosenblatt Rockville MD 2022/12/01 2:03:59 PM EST	<u>S/ Sandra Valencia Morley</u> Sandra Valencia Morley Morton Grove IL 2022/12/01 2:13:43 PM EST	<u>S/ John Collier</u> John Collier Morton Grove IL 2022/12/01 2:14:30 PM EST	<u>S/ Cecilia Valencia</u> Cecilia Valencia Morton Grove IL 2022/12/01 2:22:50 PM EST
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<u>S/ Kinney B</u> Kinney B TX, USA 2022/12/01 2:30:20 PM EST	<u>S/ Yiu Au</u> Yiu Au Los Angeles, CA 2022/12/01 2:31:19 PM EST	<u>S/ Wendy valencia</u> Wendy valencia Morton grove illinois 2022/12/01 2:33:02 PM EST	<u>S/ william marlett</u> william marlett Bend, Oregon 2022/12/01 2:38:13 PM EST
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<u>S/ Garry Scott</u> Garry Scott Austin, TX 2022/12/01 2:44:36 PM EST	<u>S/ Mark Luckenbaugh</u> Mark Luckenbaugh Hanover, PA 2022/12/01 2:45:02 PM EST	<u>S/ Kenneth Hartvig Taul</u> Kenneth Hartvig Taul Greve, Denmark 2022/12/01 2:50:10 PM EST	<u>S/ Peggy Johnson</u> Peggy Johnson Sun City West, AZ 2022/12/01 2:52:21 PM EST
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PERSONAL STATEMENTS OF CELSIUS CREDITORS

My crypto is my property, when I signed up in 2020, I was lending my property to Celsius, NOT transferring ownership of my stablecoins, fact!

Alexander P Simmons, Haverfordwest, Wales, United Kingdom

The UCC has been nothing short of a disappointment with their actions (or lack thereof) bordering on obfuscation and tampering. They do not represent my wishes, and have been a failure at removing ALL vestiges of the abysmal team that left us in this disaster, without any plan to date other than paying corporate salaries. If they were doing a decent job, you would not be hearing from me, and likely a plethora of other creditors.

Dr. Joseph Lalia, Delray Beach FL

Hi Judge Glenn, the funds locked in my Celsius account are my own personal life savings. Please please please do the same for Celsius that is happening with BlockFi.
Peter Gray, Newark, California

It is absurd to believe that the Celsius ToS hold any weight when they sold themselves like a bank where customers merely stored THEIR funds. Nobody in their right mind deposited their money for Celsius to gamble away, with only a slight possibility of being returned to them. The ToS uses contradictory wording and Alex Mashinsky orally amended the written ToS in his videos, repeatedly stating coins on Celsius belong to the customers.

Alberto Jimenez, Springfield, VA

I am a 72 year old retired person. I have the majority of my retirement funds in the Celsius App. The fact that I have not been able to access my coins, my funds, that I worked and saved for my entire life has had a very negative impact on my life and that of my wife. To draw out this time frame by so many days, is inexcusable, and quite stressful to me. I hope this is resolved as quickly as possible so I can get some or all of my coins back. My life has been so negatively impacted. Please help this Chapter 11 to be concluded, sooner rather than later. Your Honor, I always believed in 'not your keys, not your coins.' Meaning I believed in Self Custody and did that from 2017 to 2020. I met Alex Mashinsky at a small meet up in Nov 2019. I believed in what he shared. And how he wanted to help a billion small investors have their funds, work for them, like those with vast wealth are able to do. I am a retired teacher, and very limited invested in my retirement. Through Celsius Network I believed I found a good and honest way to create a retirement fund. I started slowly, and I believe my first interest received was under 10\$. I began to add a bit more, until I moved much of my self-custodied crypto into Celsius, to increase my weekly yield from Celsius. I became quite an avid supporter and listened live to about 90% of All AMA's and communicated often with others in the Celsius community. AT NO TIME WAS I MADE AWARE that the Celsius company considered MY COINS to be their coins. I would have pulled 100% of my coins off the App. Maybe this is why the TOS were redone in such a way to make it difficult if not impossible to see this or understand such a huge change in the matter of ownership. Everyone would have removed their coins. The coins in the Celsius App belong to me.

Not to Celsius. Thank you,
Stephen Levenberg, Austin, Texas

I want my coins back. According to the former CEO of Celsius, we were lending our coins to them. I never agreed to give my coins to Celsius. He lied to us during the AMAs. Please return our coins back. Thank you.

Deniz Levenberg, Austin, TX

Who in their right mind will deposit any assets in a bank or financial institution if it becomes the bank's property? Anyone can use their logical mind, even a 5 year old.
Viola Siu Ping Lo, Harris Park, NSW, Australia

Celsius and Mashinsky don't have the necessary licenses to operate and after what happened no regulator will issue licenses. Please your honor judge Glenn Martin have mercy on us. We've been smashed so hard already.

Robertino Stoicescu, Sydney NSW

Your honor, throughout every AMA, email, YouTube video, post on blogs and Twitter, ownership of our coins prior to Celsius filing for CH11 had ever been in question - in fact the CEO himself regularly lured new customers on the back of Celsius' security features and the fact that no one ever had an issue withdrawing THEIR tokens! The audacity of this company to state that our funds suddenly belong to them AFTER they mismanaged them is absurd! I appreciate your consideration.

Christopher Paul Birnbaum, Saint Petersburg, Florida

The debtors (Alex Mashinsky) made repeated public statements, over the course of several years, that the coins were our coins. Yet repeatedly changed the terms and conditions in a covert way. Lies upon lies, which constitutes fraudulent behaviour. What assets are left need to be given to the creditors. Otherwise thousands of people will be financially ruined.

Jonathan Malcolm Boyd, Johor Bahru, Malaysia

Celsius was supposed to be a peer to peer lending platform not a degenerate gambling establishment. One of the main reasons I didn't withdraw my funds was because I really wanted to believe Celsius is that and I wanted to get a loan against my collateral. But because there was a lot of FUD I didn't get involved with the loan. Another main reason I didn't withdraw my funds was Alex Mashinsky interview on invest answers YouTube channel. In hindsight I'm embarrassed with myself being so gullible as stupid. But regardless, it's not right to let scammers post such lies and get away with it. Please your honour judge Glenn Martin have mercy on us and let justice be served. A lot of lives were destroyed including my son's and I. It would be in the best interest of justice for such behaviour to be discouraged and hopefully eliminated if possible in my humble opinion.

Robertino Stoicescu, Sydney, Australia

Please don't allow these crooks to claim my life's savings as their own. I was duped into believing that my crypto was safer than a bank account and I could withdraw at any time, now I have nothing left,

Jason Deon Mayhew, Salt Lake City, Utah

Please, your Honor, have mercy. The assets in Celsius are my retirement.

Douglas Ross Stringer, San Antonio, Texas

Customers' coins rightfully belong to the customers as also stated in BlockFi bankruptcy case.

Tan Chye Teck, Singapore

I signed up when Celsius was registered in the UK. They cannot change coin ownership like that! Everything they said in AMAs and interviews makes it very clear that we own the coins!

Yvan Clot-Goudard, France

God bless you to make the right decision

juan camilo castillo giron, Australia

I loaned my crypto to Celsius. I would not hand over my life savings to Celsius. I would not be paying taxes on interest owned on my property. My crypto always belonged to me. Please know that Celsius misrepresented this and continues to do so.

Jesus Ayala Jr., Chicago, IL

Of course it's our money, Mashinsky and other Celsius employees made that totally clear in his weekly YouTube messages. Tal at Celsius Loans said it was our money in her tweets. The evidence is clear.

Frances Jones, Sydney, Australia

Please give my coins back asap, they were always mine!

Liam Nguyen-Jones, Sydney, Australia

I'm a military officer and single dad. This has crippled me by about 3 years. Please do the right thing. Return the ownership of the coins to the people - not the corporations.

Bernard Mutz, Dayton, Ohio

Terms and Conditions were repeatedly breached verbally by Mashinsky in his AMA's.

Philip Charles Harding, Cardiff, United Kingdom

CELSIUS illegally sold us the EARN program without fully disclosing the ongoing Legal cases with State Regulators. They cannot claim ownership to the monies in it as we were lured by fraudulent means.

RAVI VALAPATI, ATLANTA, GA

When I signed up for Celsius to hold my coins, their terms stated my coins were my property. You need to hold them accountable for these terms and return my coins.
Shelley Foster, Ferndale, Washington

Thanks a lot for your help Judge Glenn!
Arwed Kubisch, Luneburg, Germany

It was ALWAYS SOLD AND PROMOTED AS - COLLATERAL BELONGS TO YOU,
END USER AND CLIENT.

Kim Nilsson Davidsson, Puerto Aventuras. Quintana Roo. Mexico

The company representatives (Mashinsky) gave us a rosy narrative of the company's health leading up to the bankruptcy, yet, they want to hold us to the ToS agreement. It's not right for them to mislead us then claim we signed an agreement. I feel the ToS are based on misinformation at a minimum and possibly intentional misinformation.

Clay Schile, Greer, SC

We have been manipulated by Machinsky and Celsius, even though we lost everything, they are still at large, having a nice life and grinding what's left of "our" money for their own sake while we struggle everyday to put food on the table. That's great.

Philippe REYMOND, Gland, Switzerland

Please do not let Celsius and the attorneys continue to legally steal our assets. Thank you for your consideration.

Richard K Robison, Provo, Utah

I have always understood via Mashinsky AMA, Celsius is better than a bank. Certainly I would NOT give away my life savings, my principle for a 7% return.

Michael Tarsi, Lighthouse Point, FL US

BlockFi forthcoming with this statement further supports that no creditor agreed to the terms of use with this understanding. Many creditors including myself held Earn accounts with multiple entities. I specifically used BlockFi and Celsius and understood the accounts to be the same. Despite, Celsius's predatory attempts to change the TOS in the 11th hour, the intent with which these Earn accounts were established does not change. The coins belong to the creditors and were loaned in an effort to make yield in much the same way a bank pays yield for your deposits in their institution.

Ryan Schleiger, Newport Beach, CA

Customer deposits are customer coins. Celsius was advertised as better than a bank
Jordan J Oglesby, Los Angeles

Per BlockFi, GUSD custodian should be Gemini and should have no exposure to FTX. Also, their TOS states that wallets are user property so all wallet balance should not be part of the bankruptcy estate.

Manoj Kumar, Charlotte, NC

I was parking my USDC coins on the Celsius platform. My USDC coins is my property and should be released back to me. USDC should be treated as a cash account. No one should have the right to my cash account.

igor bekker, BROOKLYN, new york

Son's college fund.

Carla Gravenkemper, Plano Texas

Remainder of this page intentionally left blank.

Exhibit A: BlockFi Account Terms



≡ Interest Account Terms (Non-US)

INTEREST ACCOUNT
TERMS (NON-US)

Interest Account Terms (Non-US)

INTRODUCTION

Welcome to BlockFi. Our Crypto Interest Account is a crypto repository account that allows you to earn interest paid in the form of digital assets on the eligible cryptocurrency held in your account. Please read and keep these Account Terms (“Interest Account Terms”). If you need a physical copy of these Interest Account Terms or if you have any questions, you can submit a support ticket [here](#) or visit blockfi.com. These Interest Account Terms are incorporated by reference into the BlockFi Terms of Service and Wallet Terms found here: <https://blockfi.com/terms/>

OUR RELATIONSHIP

In these Interest Account Terms, holders of a Crypto Interest Account, including owners, employees, agents and affiliates of any business, corporation, partnership or other entity that is, or is considering becoming, an account holder are sometimes referred to in the Interest Account Terms as “you” or “your.” The provider of the Crypto Interest Account for non-U.S clients, BlockFi International Ltd., a Bermuda exempted company which holds a Class F (full) license from the Bermuda Monetary Authority to conduct digital assets business, is referred to as “BlockFi,” “we,” “us” or “our” in these Interest Account Terms. Together, you and we may be collectively referred to as “Parties.”

ACCEPTANCE OF TERMS

By opening a Crypto Interest Account, you agree that the terms and conditions contained herein will govern your Crypto Interest Account, as modified from time to time. We reserve the right to update these Interest Account Terms at any time, and may notify you of such changes via the Website or by email at the address specified on your account application, but we have no obligation to notify you of every update.

A. Opening and Funding Crypto Interest Account

1. Anyone residing in a jurisdiction where we offer a Crypto Interest Account and who is at least eighteen (18) years old can apply to open a Crypto Interest Account. Crypto Interest Accounts

can be opened at blockfi.com, the BlockFi app or by contacting the Customer Care Center. All Crypto Interest Account holders must also have a BlockFi Wallet. Your BlockFi Wallet is governed by BlockFi Wallet Terms. If you are a non-U.S client, your Crypto Interest Account will be opened and maintained by BlockFi Lending LLC acting for and on behalf of BlockFi International Ltd.

The Crypto Interest Accounts have not been registered under the U.S. Securities Act of 1933 and may not be offered or sold in the United States, to U.S. persons, for the account or benefit of a U.S. person or in any jurisdiction in which such offer would be prohibited.

2. Crypto Interest Accounts are not available in Cuba, Iran, North Korea, Sudan, Syria, or any other country to which the United States and Bermuda embargoes goods or imposes similar sanctions. Crypto Interest Accounts are not available in any other jurisdiction which we determine we would not be able to or chose not to offer Crypto Interest Accounts. Due to the dynamic nature of regulatory requirements and interpretations in the cryptocurrency market, we reserve the right to update the list of prohibited jurisdictions and reject opening accounts that we determine we would be unable to accept for regulatory or policy reasons in our sole and absolute discretion.

3. Your account is not deemed to be opened, and we have no responsibility to you unless and until you have received written (which may be electronic) confirmation from us that your account has been opened. We are not obligated to accept an application from any applicant, and we reserve the right not to open an account for any applicant in our sole and absolute discretion.

4. You can open your account by transferring eligible cryptocurrency to the wallet address provided in your BlockFi account. Your cryptocurrency will be accepted by BlockFi Trading LLC, and then will be transferred to your BlockFi Wallet. From there, you can transfer cryptocurrency to your Crypto Interest Account.

5. The transfer of such eligible cryptocurrency to your Crypto Interest Account may not be deemed settled and completed until the transaction has met the specific protocol for a relevant cryptocurrency that BlockFi has defined.

6. In addition, you can add additional assets to your Crypto Interest Account by sending a wire transfer from a bank account to BlockFi Trading LLC to purchase certain cryptocurrencies as published on our website from time to time. These assets will be added to your BlockFi Wallet, and can be transferred from your BlockFi Wallet to your Crypto Interest Account. Trading activity is governed by BlockFi Trading LLC's Trading Terms, and your BlockFi Wallet is governed by BlockFi Wallet Terms. Once assets have been debited and credited to your Crypto Interest Account opened and maintained by BlockFi Lending LLC, acting for and on behalf of BlockFi International Ltd., BlockFi Trading LLC and BlockFi Wallet LLC will have no further liability or obligation to you in connection with such assets.

7. As of the date of these Interest Account Terms, there is no minimum amount required to open a Crypto Interest Account. We may, in our sole discretion, institute a minimum balance in the future, and such minimum balance will apply to your Crypto Interest Account.

B. How Accounts Can Be Owned

Crypto Interest Accounts can be held in the types of ownership described below. Each individual

1. **Individual Account.** This account is owned by only one person or entity who can transfer or withdraw cryptocurrency held in the account. There is a 1 (one) individual Crypto Interest Account maximum per individual.

2. **Business Account.** This account is owned by a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity. Each person or entity completing any account opening requirements represents and agrees that he or she (i) is fully authorized to execute all documents or otherwise complete our requirements in his or her stated capacity, (ii) has furnished all documents or other information necessary to demonstrate that authority, and (iii) will furnish other documents and complete other requirements as we may request from time to time. We may refuse to recognize any resolution affecting your business account that appears to us to be incomplete or improperly executed.

C. How Interest Is Calculated

1. Interest on the Crypto Interest Account is variable. We publish our interest rates on our Website at <https://blockfi.com/rates>. Changes to interest rates will be posted or messaged to you before changes are made, typically before the first business day of each month. Our interest rate may be tiered, with specified rates in effect at any time only applied to specified portions of amounts in a Crypto Interest Account. Interest will be payable in arrears and added to the principal in your account on a monthly basis.

2. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the specified principal in the account on each day. The daily periodic rate is calculated by dividing the applicable interest rate by the number of days in the year. We will determine the interest rates and tiers for each month in our sole discretion, and you acknowledge that your account is not a bank deposit account and such rates may not be equivalent to benchmark interest rates observed in the market for bank deposit accounts.

D. How Interest Is Paid

1. We will credit your Crypto Interest Account with the interest earned within five business days following the end of each calendar month. Your account must be open on such date in order for you to receive this interest payment. All interest will be paid in cryptocurrency. The accrued interest will be calculated and paid to the one hundred millionth of the relevant unit of cryptocurrency. Any digits beyond that will be truncated; balances and interest payments on account statements will be truncated to eight decimal digits (one hundred millionth of a unit). Once interest has been credited to your account, you will earn interest on it in future months.

2. You may elect to have your interest paid in any cryptocurrency we support, in our discretion as may be modified from time to time, by adjusting the default settings on your online account dashboard at least 2 business days prior to the last business day of the calendar month. If you do not make an election prior to such deadline or otherwise do not adjust the default settings, interest will be paid in kind (i.e., in the type of cryptocurrency that is earning interest). Once an election has been made it will remain the interest accrual election for your Crypto Interest

Account until a subsequent timely election is made. If you elect for interest to be paid in a cryptocurrency that is different from the cryptocurrency on which the interest has been earned, BlockFi may charge an administrative fee of up to 1.5% of the total amount of interest accrued for such month, depending on the cryptocurrency selected and market conditions at the time of the payment.

E. Withdrawals

1. You may make a request for complete or partial withdrawal of principal from your Crypto Interest Account at any time. Any withdrawal of principal will be transferred instantly to your BlockFi Wallet and any withdrawal from your BlockFi Wallet will be subject to BlockFi Wallet Terms. Any interest that has accrued but not been credited to your account on a month-end basis is not eligible for withdrawal until the fifth business day of the following month.
2. Withdrawal limits based on frequency and amount may apply from time-to-time and will be described in your Crypto Interest Account interface and on our Website at <https://blockfi.com/fees>.
3. BlockFi and our third party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transfers and withdrawals of cryptocurrency either temporarily or permanently. BlockFi is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transfers or withdrawals.

F. Taxes

1. You will be able to see a record of the transactions related to your Crypto Interest Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority.
2. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with all applicable law, whether federal, state, local, or non-U.S. You agree that BlockFi is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your Crypto Interest Account.

G. Utilization of Assets

1. Except where prohibited or limited by applicable law, BlockFi has the right, without further notice to you, to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer, invest or use any amount of such cryptocurrency, separately or together with other property, with all attendant rights of ownership, and for any period of time and without retaining in BlockFi's possession and/or control a like amount of cryptocurrency, and to use or invest such cryptocurrency at its own risk.

2. You acknowledge that, with respect to assets used by BlockFi pursuant to this paragraph: (i) you will not be able to exercise rights of ownership, (ii) BlockFi may receive compensation in connection with lending or otherwise using or investing cryptocurrency in its business to which you will have no entitlement, and (iii) cryptocurrency that is subject to such lending transactions, investment or otherwise being used in these transactions will not be held by BlockFi's third party custodians.

H. Valid Authorization

You hereby represent and warrant to us at all times during which you maintain a balance in your Crypto Interest Account that: (i) any cryptocurrency that you transferred into your Crypto Interest Account is owned by you at the time of transfer; and (ii) you are validly authorized to instruct us to carry out transactions relating to your Crypto Interest Account balance and that all transactions initiated with your Crypto Interest Account are for your own account (or, in the case of business accounts, for your business's account) and not on behalf of any other person or entity.

I. General Rules Governing Crypto Interest Accounts

1. If you are a non-U.S client, all of our actions relating to your account, including these Interest Account Terms, will be governed by the laws and regulations of Bermuda. Any lawsuit regarding your account must be brought in the courts of Bermuda. If any part of these Interest Account Terms is determined to be invalid or unenforceable, such determination will not affect the remainder of these Interest Account Terms.

2. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.

3. These Interest Account Terms and the relationship created hereby do not create a fiduciary relationship between us.

4. We may follow instructions regarding your Crypto Interest Account if we reasonably believe that you have authorized the instructions.

5. We will make statements for your BlockFi account available to you by email and/or online at blockfi.com. All of your accounts and (in our discretion) those of any of your affiliates may be combined into one statement.

6. We will make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify transactions. You must examine the statement and notify us of any unauthorized use or any error or irregularity on the statement within 30 calendar days after the statement is sent or made available to you. If notice is not received within the 30-calendar day period, then we will have no liability to you and any losses will be entirely yours.

7. Your Crypto Interest Account is not transferable or assignable to another person in whole or in part.

8. BlockFi is required by law to turn over the funds in abandoned or unclaimed customer accounts to the state of your last known residence. You must promptly notify us of any change in your residential mailing or email address. Failure to notify us may result in delay or non-receipt of BlockFi correspondence.

9. We may record and monitor our telephone conversations with you and your electronic communications with us (chat, e-mail and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

10. For purposes of these Interest Account Terms, our business days are Monday through Friday. Saturdays, Sundays and all federal and New York State or Bermuda holidays are not included.

11. We reserve the right to limit access to your accounts, which can include temporarily or permanently removing your online access, restricting your account and/or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions. In addition, BlockFi reserves the right to withhold or delay the withdrawal of funds or assets belonging to you if you fail to comply with these Interest Account Terms.

J. Indemnification and Limitation of Liability; Attorney's Fees and Costs for Lawsuits

1. You will indemnify and hold us and our affiliates harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur in connection with or arising out of your use of your Crypto Interest Account or our activities in connection with such account, your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by your agent, representative or third-party service provider while using your Crypto Interest Account, regardless of whether the specific use was expressly authorized by you.

2. We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, disease epidemics/pandemics such as Covid-19, government action, equipment or communications malfunction).

3. We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

4. Except for any setoff permitted by applicable law, any amounts owed or liabilities incurred by us ("Obligations") may be satisfied solely from the assets of BlockFi Lending LLC for and on behalf of BlockFi International Ltd. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against any assets of any person or entity other than BlockFi Lending LLC for Obligations, including, without limitation, any member, affiliate, investor, employee, officer, agent or advisor of BlockFi Lending LLC. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law.

5. Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

K. Risk Disclosure

1. Your Crypto Interest Account is not a checking or savings account, and it is not covered by insurance against losses. We will pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use funds and cryptocurrency assets to counterparties, and such cryptocurrency assets will be exposed to various risks as a result of such transactions. In certain jurisdictions, cryptocurrency is not legal tender, and is not backed by the government or any regulatory authority. Accounts and value balances are not insured and are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Your Crypto Interest Account is not registered with any federal or state securities regulatory authority. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency.

2. Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If you attempt to transfer assets to an unsupported wallet or using an unsupported network, or if you attempt to transfer assets other than eligible cryptocurrency (including any unsupported digital assets) to your Crypto Interest Account, such assets may be permanently lost. We assume no liability, obligation or responsibility whatsoever with respect to any unsupported digital asset or any asset that is transferred using an unsupported network or to an unsupported wallet. Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange government-issued currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear.

3. There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future. The volatility and unpredictability of the price of cryptocurrency relative to government-issued currency may result in significant loss over a short period of time. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. The nature of cryptocurrency means that any technological difficulties experienced by BlockFi may prevent the access or use of a customer's cryptocurrency. Any bond or trust account maintained by BlockFi for the benefit of its customers may not be sufficient to cover all losses incurred by customers. In light of these risks, you should carefully consider whether holding cryptocurrency in a BlockFi account is suitable.

L. Conflict/Disputes Involving Your Account

1. We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by these Interest Account Terms without being liable to you, even if such action causes you to incur fees, expenses or damages.

2. If third parties make claims on your account, or if we receive conflicting instructions from authorized signers, or if we become involved in or concerned about a dispute between you and an authorized signer, we have discretion to act in ways we believe to be appropriate, including by

closing your Crypto Interest Account and returning the cryptocurrency in such account. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge them to your Crypto Interest Account.

3. Fraudulent activity, including any attempt to withdraw funds that you do not own, did not transfer into your Crypto Interest Account, or did not purchase, is strictly prohibited and may result in the closure of your Crypto Interest Account. Fraudulent activity includes any attempt to take advantage of errors on the BlockFi Website, systems, applications, or technology platforms. Any errors identified should be flagged to investigations@blockfi.com for appropriate compensation, where applicable.

M. Legal Process Affecting Accounts

1. If legal action such as an attachment, garnishment, seizure, liquidation, levy or other state or federal legal process ("legal process") is brought against your Crypto Interest Account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. We may also be required to transfer the assets in your Crypto Interest Account at the behest of governmental or regulatory authorities pursuant to legal and regulatory actions. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account.

2. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, seizure, liquidation, or other levy against your account is subject to our right of setoff and security interest.

N. Setoff and Security Interest Rights

1. You grant us a security interest in any and all of your Crypto Interest Accounts with us for obligations owing to us or any of our affiliates by any owner of any of your accounts. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else, including debts and obligations under other transactions or agreements between you and us or any of our affiliates.

2. We may take or set off funds in any or all of your Crypto Interest Accounts, or transfer funds between any or all of your Crypto Interest Accounts, with us or any of our affiliates for direct, indirect and acquired obligations that you owe us or our affiliates, including any balances as a result of not having sufficient funds available or as a result of an erroneous transfer of funds to an address under your control, or a return or other negative balance, regardless of the source of funds in an account.

3. These rights are in addition to other rights we have to take, transfer or charge funds in your account for obligations you owe us or our affiliates. We may consider these Interest Account Terms as your consent to BlockFi's asserting its security interest or exercising its right of setoff should any laws governing your account require your consent.

4. If the law restricts our ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all of your accounts with us to obligations you owe us. Exercising these rights may result in early withdrawal penalties.

5. We hereby agree that, to the extent permitted by applicable law, you may take or set off funds in your account, or any amounts we owe you with respect thereto, against the Obligations. If the law restricts your ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that we may do so by contract, we waive those conditions and limits and authorize you to apply funds in any or all of your accounts with us to the Obligations.

O. Waiver

We may delay or waive any rights we have under these Interest Account Terms. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under these Interest Account Terms. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

P. Digital Images, e-Signatures, & Facsimile Signatures

1. We accept digital images, e-signatures, and facsimile signatures for documents that need to be signed. However, we will not be liable if use of a device was unauthorized or if the size, color or quality of the signature is different from that of any signature previously presented to us.

2. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile or digital image that we otherwise believe you authorized.

Q. Closing an Account

We have the right to close your Crypto Interest Account at any time for any reason without advance notice. In addition, your account will be closed automatically if we do not receive your initial transfer of funds to your Crypto Interest Account within sixty (60) days of the date on which your account is opened. If your account has a balance when we close it, we will return the remaining crypto assets to your BlockFi Wallet, unless prohibited by applicable law. Subject to the following sentence, if we close your Crypto Interest Account, we will pay you the accrued interest earned up to the closing date. However, if we close your Crypto Interest Account because you have breached these Interest Account Terms or the terms of any other agreement between you and us, you will not be entitled to any unpaid interest that may have otherwise accrued to your Crypto Interest Account. We will cooperate with any regulatory or governmental entity's instructions or requests with regard to your Crypto Interest Account, including freezing it and seizing its assets if mandated.

R. Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Crypto Interest Account(s) or in the correct amount as clearly instructed to us according to these Interest Account Terms, we will be liable for your actual losses or damages, subject to certain exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough funds in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (iii) in the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous; (iv) if your Crypto Interest Account is not in an active status; (v) due to legal requirements of regulatory restrictions; (vi) other exceptions stated in these Interest Account Terms or in another agreement with you.

S. Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Crypto Interest Account for a third party, such as a credit bureau or merchant; (iii) in accordance with the BlockFi Terms of Service; (iv) if you give us your written permission; (v) if we close your Crypto Interest Account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; and (vi) in order to comply with government agency or court orders.

U. Account Errors or Questions

1. Our platform allows you to review your Crypto Interest Account and conduct certain other transactions online. You must maintain adequate security and control of any and all IDs, passwords, hints, or any other codes that you use to access your Crypto Interest Account through our online platform. Any loss or compromise of the foregoing information or your personal information may result in unauthorized access to your Crypto Interest Account. We assume no responsibility for any loss that you may sustain due to compromise of your sensitive information. You accept all risks of unauthorized access and use of your Crypto Interest Account.
2. Tell us promptly if you believe that an electronic transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Crypto Interest Account (plus any other BlockFi account you own). If your statement shows transfers that you did not make, tell us immediately by contacting us [here](#).
3. Please submit a support ticket [here](#), as soon as you can, if you think your statement is wrong or if you need more information about an item listed on the statement. We must hear from you no later than thirty (30) days after we send you or make available to you the first statement on which the problem or error appeared.
4. If you tell us orally or via electronic means, we may require that you send us your complaint or question in writing, and we may request additional information within ten (10) business days. We will endeavor to determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do

this, we will credit your account within ten (10) business days for the amount of the error, so that you will have the use of the funds during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

5. If we ask you to put your complaint or question in writing, or request additional information, and do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Interest Account Terms Last Modified: 2/14/2022

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BlockFi Trading LLC NMLS ID#1873137 | NMLS Consumer Access

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Digital currency is not legal tender, is not backed by the government, and crypto accounts held with BlockFi are not subject to FDIC or SIPC protections. Digital currency values are not static and fluctuate due to market changes. Not all products and services are available in all geographic areas and are subject to applicable terms and conditions. Eligibility for particular products and services is subject to final determination by BlockFi. Rates for BlockFi products are subject to change.

BlockFi Rewards Credit Card: For more information, please see BlockFi's Terms of Service. BlockFi is not a Bank. Cards are issued by Evolve Bank & Trust, Member FDIC, pursuant to a license from Visa® USA Inc. Rewards are not offered by Evolve Bank & Trust and are instead offered and managed by BlockFi.

BlockFi International Ltd. holds a Class F digital assets business license under the Digital Assets Business Act, 2018 (as amended) and is licensed by the Bermuda Monetary Authority to conduct the following digital assets business activities: (i) issuing, selling or redeeming virtual coins, tokens or any other form of digital assets (ii) operating as a digital asset exchange (iii) providing custodial wallet services (iv) operating as a digital asset derivative exchange provider and (v) operating as a digital assets services vendor.

See blockfi.com/terms for more information.

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On November 28, 2022, BlockFi filed voluntary cases under Chapter 11 of the U.S. Bankruptcy Code. Additional information about our filing can be found on our blog [here](#).



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TERMS (EXISTING US
ONLY)

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By continuing to maintain a Crypto Interest Account, you agree that the terms and conditions contained herein will govern your Crypto Interest Account, as modified from time to time. We reserve the right to update these Interest Account Terms at any time, and may notify you of such changes via the Website or by email at the address specified on your account application, but we have no obligation to notify you of every update.

Starting on February 14, 2022, we will no longer offer Crypto Interest Accounts to new U.S. clients. Existing U.S. clients can continue to maintain their Crypto Interest Account, receive interest and withdraw cryptocurrency from their Crypto Interest Accounts but will no longer be able to transfer additional cryptocurrency into their Crypto Interest Accounts.

The Crypto Interest Accounts have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States, to U.S. persons, for the account or benefit of a U.S. person or in any jurisdiction in which such offer would be prohibited.

If you are an existing U.S. client, your Crypto Interest Account will be maintained by BlockFi Inc. All existing US Crypto Interest Account holders will also have a BlockFi Wallet. Your BlockFi Wallet is governed by BlockFi Wallet Terms.

A. How Interest Is Calculated

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2. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the specified principal in the account on each day. The daily periodic rate is calculated by dividing the applicable interest rate by the number of days in the year. We will determine the interest rates and tiers for each month at our sole discretion, and you acknowledge that your account is not a bank deposit account and such rates may not be equivalent to benchmark interest rates observed in the market for bank deposit accounts.

B. How Interest Is Paid

1. We will credit your Crypto Interest Account with the interest earned within five business days following the end of each calendar month. Your account must be open on such date in order for you to receive this interest payment. All interest will be paid in cryptocurrency. The accrued interest will be calculated and paid to the one hundred millionth of the relevant unit of cryptocurrency. Any digits beyond that will be truncated; balances and interest payments on account statements will be truncated to eight decimal digits (one hundred millionth of a unit). Once interest has been credited to your account, you will earn interest on it in future months.
2. You may elect to have your interest paid in any cryptocurrency we support, in our discretion as may be modified from time to time, by adjusting the default settings on your online account dashboard at least 2 business days prior to the last business day of the calendar month. If you do not make an election prior to such deadline or otherwise do not adjust the default settings, interest will be paid in kind (i.e., in the type of cryptocurrency that is earning interest). Once an election has been made it will remain the interest accrual election for your Crypto Interest Account until a subsequent timely election is made. If you elect for interest to be paid in a cryptocurrency that is different from the cryptocurrency on which the interest has been earned, BlockFi may charge an administrative fee of up to 1.5% of the total amount of interest accrued

for such month, depending on the cryptocurrency selected and market conditions at the time of the payment.

C. Withdrawals

1. You may make a request for complete or partial withdrawal of principal from your Crypto Interest Account at any time. Any withdrawal of principal will be transferred instantly to your BlockFi Wallet and any withdrawal from your BlockFi Wallet will be subject to BlockFi Wallet Terms. Any interest that has accrued but not been credited to your account on a month-end basis is not eligible for withdrawal until the fifth business day of the following month. **If you are an existing U.S. client, please note that any assets you withdraw from your Crypto Interest Account on or after February 14, 2022 will not be eligible for transferring back into your Crypto Interest Account.**
2. Withdrawal limits based on frequency and amount may apply from time-to-time and will be described in your Crypto Interest Account interface and on our Website at <https://blockfi.com/fees>.
3. BlockFi and our third party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt of transfers and withdrawals of cryptocurrency either temporarily or permanently. BlockFi is not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transfers or withdrawals.

D. Taxes

1. You will be able to see a record of the transactions related to your Crypto Interest Account which you may wish to use for the purposes of making any required tax filings or payments. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and to collect, report, and remit the correct tax to the appropriate tax authority.
2. We will make any tax withholdings or filings that we are required by law to make, but we are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction. You are responsible for complying with all applicable law, whether federal, state or local. You agree that BlockFi is not responsible for determining whether or which laws may apply to your transactions, including tax law. You are solely responsible for reporting and paying any taxes arising from your Crypto Interest Account.

E. Utilization of Assets

1. Except where prohibited or limited by applicable law, BlockFi has the right, without further notice to you, to pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer, invest or use any amount of such cryptocurrency, separately or together with other property, with all attendant rights of ownership, and for any period of time and without retaining in BlockFi's possession and/or control a like amount of cryptocurrency, and to use or invest such cryptocurrency at its own risk.
2. You acknowledge that, with respect to assets used by BlockFi pursuant to this paragraph: (i)

you will not be able to exercise rights of ownership; (ii) BlockFi and its affiliates may receive compensation in connection with lending or otherwise using or investing cryptocurrency in its business to which you will have no entitlement, and (iii) cryptocurrency that is subject to such lending transactions, investment or otherwise being used in these transactions will not be held by BlockFi's third party custodians.

F. Valid Authorization

You hereby represent and warrant to us at all times during which you maintain a balance in your Crypto Interest Account that: (i) any cryptocurrency that you transferred into your Crypto Interest Account is owned by you at the time of transfer; and (ii) you are validly authorized to instruct us to carry out transactions relating to your Crypto Interest Account balance and that all transactions initiated with your Crypto Interest Account are for your own account (or, in the case of business accounts, for your business's account) and not on behalf of any other person or entity.

G. General Rules Governing Crypto Interest Accounts

1. If you are U.S client, all of our actions relating to your account, including these Interest Account Terms, will be governed by the laws and regulations of the United States and, to the extent not preempted, the laws and regulations of the State of Delaware. Any lawsuit regarding your account must be brought in the courts in the State of Delaware or the courts of the United States located in the State of Delaware. If any part of these Interest Account Terms is determined to be invalid or unenforceable, such determination will not affect the remainder of these Interest Account Terms.
2. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.
3. These Interest Account Terms and the relationship created hereby do not create a fiduciary relationship between us.
4. We may follow instructions regarding your Crypto Interest Account if we reasonably believe that you have authorized the instructions.
5. We will make statements for your BlockFi account available to you by email and/or online at blockfi.com. All of your accounts and (in our discretion) those of any of your affiliates may be combined into one statement.
6. We will make available to you a periodic statement showing the activity on your account and containing information sufficient to allow you to reasonably identify transactions. You must examine the statement and notify us of any unauthorized use or any error or irregularity on the statement within 30 calendar days after the statement is sent or made available to you. If notice is not received within the 30-calendar day period, then we will have no liability to you and any losses will be entirely yours.
7. Your Crypto Interest Account is not transferable or assignable to another person in whole or in part.

8. BlockFi is required by law to turn over the funds in abandoned or unclaimed customer accounts to the state of your last known residence. You must promptly notify us of any change in your residential mailing or email address. Failure to notify us may result in delay or non-receipt of BlockFi correspondence.

9. We may record and monitor our telephone conversations with you and your electronic communications with us (chat, e-mail and other forms of electronic exchange). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities.

10. For purposes of these Interest Account Terms, our business days are Monday through Friday. Saturdays, Sundays and all federal and New York State holidays are not included.

11. We reserve the right to limit access to your accounts, which can include temporarily or permanently removing your online access, restricting your account and/or closing your accounts without prior notice to you unless prior notice is required by law. We do not bear liability for such actions. In addition, BlockFi reserves the right to withhold or delay the withdrawal of funds or assets belonging to you if you fail to comply with these Interest Account Terms.

H. Indemnification and Limitation of Liability; Attorney's Fees and Costs for Lawsuits

1. You will indemnify and hold us and our affiliates harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur in connection with or arising out of your use of your Crypto Interest Account or our activities in connection with such account, your violation of any law, regulation, order or other legal mandate, or the rights of a third party, or any act or omission by your agent, representative or third-party service provider while using your Crypto Interest Account, regardless of whether the specific use was expressly authorized by you.

2. We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, disease epidemics/pandemics such as Covid-19, government action, equipment or communications malfunction).

3. We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind.

4. Except for any setoff permitted by applicable law, any amounts owed or liabilities incurred by us ("Obligations") may be satisfied solely from the assets of BlockFi Inc. Without limiting the generality of the foregoing, in no event shall you have any recourse, whether by setoff or otherwise, with respect to any amounts owed or liabilities incurred, to or against any assets of any person or entity other than BlockFi Inc for Obligations, including, without limitation, any member, affiliate, investor, employee, officer, agent or advisor of BlockFi Inc. For the avoidance of doubt, the foregoing shall not limit any setoff permitted by applicable law.

5. Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited.

I. Risk Disclosure

1. Your Crypto Interest Account is not a checking or savings account, and it is not covered by insurance against losses. We will pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer or use funds and cryptocurrency assets to counterparties, and such cryptocurrency assets will be exposed to various risks as a result of such transactions. In certain jurisdictions, cryptocurrency is not legal tender, and is not backed by the government or any regulatory authority. Accounts and value balances are not insured and are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. Your Crypto Interest Account is not registered with any federal or state securities regulatory authority. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency.
2. Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. If you attempt to transfer assets to an unsupported wallet or using an unsupported network, or if you attempt to transfer assets other than eligible cryptocurrency (including any unsupported digital assets) to your Crypto Interest Account, such assets may be permanently lost. We assume no liability, obligation or responsibility whatsoever with respect to any unsupported digital asset or any asset that is transferred using an unsupported network or to an unsupported wallet. Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the customer initiates the transaction. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange government-issued currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency should the market for that cryptocurrency disappear.
3. There is no assurance that a person who accepts a cryptocurrency as payment today will continue to do so in the future. The volatility and unpredictability of the price of cryptocurrency relative to government-issued currency may result in significant loss over a short period of time. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganizations. The nature of cryptocurrency means that any technological difficulties experienced by BlockFi may prevent the access or use of a customer's cryptocurrency. Any bond or trust account maintained by BlockFi for the benefit of its customers may not be sufficient to cover all losses incurred by customers. In light of these risks, you should carefully consider whether holding cryptocurrency in a BlockFi account is suitable.

J. Conflict/Disputes Involving Your Account

1. We are not liable to you for errors that do not result in financial loss to you. We may take any action authorized or permitted by these Interest Account Terms without being liable to you, even if such action causes you to incur fees, expenses or damages.
2. If third parties make claims on your account, or if we receive conflicting instructions from authorized signers, or if we become involved in or concerned about a dispute between you and an authorized signer, we have discretion to act in ways we believe to be appropriate, including by closing your Crypto Interest Account and returning the cryptocurrency in such account. You are liable for all expenses and fees we incur for such conflicts or disputes, including internal costs and attorneys' fees, and we may charge them to your Crypto Interest Account.

3. Fraudulent activity, including any attempt to withdraw funds that you do not own, did not transfer into your Crypto Interest Account, or did not purchase, is strictly prohibited and may result in the closure of your Crypto Interest Account. Fraudulent activity includes any attempt to take advantage of errors on the BlockFi Website, systems, applications, or technology platforms. Any errors identified should be flagged to investigations@blockfi.com for appropriate compensation, where applicable.

K. Legal Process Affecting Accounts

1. If legal action such as an attachment, garnishment, seizure, liquidation, levy or other state or federal legal process (“legal process”) is brought against your Crypto Interest Account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. We may also be required to transfer the assets in your Crypto Interest Account at the behest of governmental or regulatory authorities pursuant to legal and regulatory actions. Regardless of the terms of such attachment, garnishment, levy or other state or federal process, we have first claim to any and all funds in your account.

2. We will not contest on your behalf any such legal process and may take action to comply with such legal process as we determine to be appropriate in the circumstances without liability to you. If we incur any expenses, including without limitation, reasonable attorney fees, in connection with any such legal process, we may charge any expenses and fees to your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. Any garnishment, seizure, liquidation, or other levy against your account is subject to our right of setoff and security interest.

L. Setoff and Security Interest Rights

1. You grant us a security interest in any and all of your Crypto Interest Accounts with us for obligations owing to us or any of our affiliates by any owner of any of your accounts. These obligations include both secured and unsecured debts and debts you owe individually or together with someone else, including debts and obligations under other transactions or agreements between you and us or any of our affiliates.

2. We may take or set off funds in any or all of your Crypto Interest Accounts, or transfer funds between any or all of your Crypto Interest Accounts, with us or any of our affiliates for direct, indirect and acquired obligations that you owe us or our affiliates, including any balances as a result of not having sufficient funds available or as a result of an erroneous transfer of funds to an address under your control, or a return or other negative balance, regardless of the source of funds in an account.

3. These rights are in addition to other rights we have to take, transfer or charge funds in your account for obligations you owe us or our affiliates. We may consider these Interest Account Terms as your consent to BlockFi’s asserting its security interest or exercising its right of setoff should any laws governing your account require your consent.

4. If the law restricts our ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all

of your accounts with us to obligations you owe us. Exercising these rights may result in early withdrawal penalties.

5. We hereby agree that, to the extent permitted by applicable law, you may take or set off funds in your account, or any amounts we owe you with respect thereto, against the Obligations. If the law restricts your ability to take, transfer or setoff funds in your account, or if some contributions are protected from attachment, levy or legal process, to the extent that we may do so by contract, we waive those conditions and limits and authorize you to apply funds in any or all of your accounts with us to the Obligations.

M. Waiver

We may delay or waive any rights we have under these Interest Account Terms. If we delay or waive our rights, you are still obligated to pay us fees and other amounts you may owe us under these Interest Account Terms. Any delay or waiver of our rights applies only to the specific instance in which we decide to delay or waive the provision and does not affect our future rights in any way.

N. Digital Images, e-Signatures, & Facsimile Signatures

1. We accept digital images, e-signatures, and facsimile signatures for documents that need to be signed. However, we will not be liable if use of a device was unauthorized or if the size, color or quality of the signature is different from that of any signature previously presented to us.

2. If a facsimile signature is used for a withdrawal from your account, you are responsible for any withdrawal from your account when the facsimile signature resembles or purports to be the signature of a person authorized to make withdrawals from your account. You agree to reimburse us (and we may charge your account) for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from our payment of a withdrawal accompanied by a facsimile signature or by a facsimile or digital image that we otherwise believe you authorized.

O. Closing an Account

We have the right to close your Crypto Interest Account at any time for any reason without advance notice. In addition, your account will be closed automatically if we do not receive your initial transfer of funds to your Crypto Interest Account within sixty (60) days of the date on which your account is opened. If your account has a balance when we close it, we will return the remaining crypto assets to your BlockFi Wallet, unless prohibited by applicable law. Subject to the following sentence, if we close your Crypto Interest Account, we will pay you the accrued interest earned up to the closing date. However, if we close your Crypto Interest Account because you have breached these Interest Account Terms or the terms of any other agreement between you and us, you will not be entitled to any unpaid interest that may have otherwise accrued to your Crypto Interest Account. We will cooperate with any regulatory or governmental entity's instructions or requests with regard to your Crypto Interest Account, including freezing it and seizing its assets if mandated.

P. Liability for Failure to Make Transfers

If we do not complete a transfer from your Crypto Interest Account(s) or in the correct amount as clearly instructed to us according to these Interest Account Terms, we will be liable for your actual losses or damages, subject to certain exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough funds in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (iii) in the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous; (iv) if your Crypto Interest Account is not in an active status; (v) due to legal requirements of regulatory restrictions; (vi) other exceptions stated in these Interest Account Terms or in another agreement with you.

Q. Disclosure of Account Information

1. We will disclose information to third parties about your account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Crypto Interest Account for a third party, such as a credit bureau or merchant; (iii) in accordance with the BlockFi Terms of Service; (iv) if you give us your written permission; (v) if we close your Crypto Interest Account due to a deficient balance, excessive instances when you do not have sufficient funds in your account or to protect or enforce our legal rights; and (vi) in order to comply with government agency or court orders.
2. As long as your Crypto Interest Account remain outstanding under the Indenture, electronic access, at any time and from time to time, to records maintained by us will be available to the Trustee, including your name, mailing address, email address and tax residency information, the applicable interest payment dates and the dates and amounts of interest paid by us to your Crypto Interest Account for the immediately preceding twelve months (by crypto currency), the principal amounts of crypto assets in respect of your Crypto Interest Account then outstanding (by crypto currency), the amount of accrued but unpaid interest (by crypto currency), the terms then applicable to such Crypto Interest Account, including applicable interest rate.

R. Account Errors or Questions

1. Our platform allows you to review your Crypto Interest Account and conduct certain other transactions online. You must maintain adequate security and control of any and all IDs, passwords, hints, or any other codes that you use to access your Crypto Interest Account through our online platform. Any loss or compromise of the foregoing information or your personal information may result in unauthorized access to your Crypto Interest Account. We assume no responsibility for any loss that you may sustain due to compromise of your sensitive information. You accept all risks of unauthorized access and use of your Crypto Interest Account.
2. Tell us promptly if you believe that an electronic transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the funds in your Crypto Interest Account (plus any other BlockFi account you own). If your statement shows transfers that you did not make, tell us immediately by contacting us [here](#).
3. Please submit a support ticket [here](#), as soon as you can, if you think your statement is wrong or if you need more information about an item listed on the statement. We must hear from you no later than thirty (30) days after we send you or make available to you the first statement on which the problem or error appeared.

4. If you tell us orally or via electronic means, we may require that you send us your complaint or question in writing, and we may request additional information within ten (10) business days. We will endeavor to determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount of the error, so that you will have the use of the funds during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

5. If we ask you to put your complaint or question in writing, or request additional information, and do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Interest Account Terms Last Modified: 4/14/2022

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Digital currency is not legal tender, is not backed by the government, and crypto accounts held with BlockFi are not subject to FDIC or SIPC protections. Digital currency values are not static and fluctuate due to market changes. Not all products and services are available in all geographic areas and are subject to applicable terms and conditions. Eligibility for particular products and services is subject to final determination by BlockFi. Rates for BlockFi products are subject to change.

BlockFi Rewards Credit Card: For more information, please see BlockFi's Terms of Service. BlockFi is not a Bank. Cards are issued by Evolve Bank & Trust, Member FDIC, pursuant to a license from Visa® USA Inc. Rewards are not offered by Evolve Bank & Trust and are instead offered and managed by BlockFi.

BlockFi International Ltd. holds a Class F digital assets business license under the Digital Assets Business Act, 2018 (as amended) and is licensed by the Bermuda Monetary Authority to conduct the following digital assets business activities: (i) issuing, selling or redeeming virtual coins, tokens or any other form of digital assets (ii) operating as a digital asset exchange (iii) providing custodial wallet services (iv) operating as a digital asset derivative exchange provider and (v) operating as a digital assets services vendor.

See blockfi.com/terms for more information.

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Exhibit B: BlockFi Tweet



Source: <https://twitter.com/AdviserCounsel/status/1597636396243906560>
Dated: November 29, 2022